

gb/GM

December 23rd, 1959

ISTITUTO DI GENETICA  
UNIVERSITÀ DI PAVIA  
VIA SANT' EPIFANIO, 14  
PAVIA

Dear Joshua,

I am enclosing here two copies of the agreement which I hope corresponds as closely as possible to what we discussed in Stanford. Please let us know if you want any alterations made, otherwise just return one copy signed. Copies of the agreement will be sent to Schering and Lepetit once you have returned the letter signed, but your signed letter will remain with us.

Owing to the lag in bureaucratic machinery the first instalment of your fee may be delayed; I hope however it can reach you by the end of January. We are not yet certain there are means of sending you the money from Milan, owing to customs regulations, and it may be necessary to have it sent by Shering or Scherico.

We hope to see you in January and send you with Luca all our best wishes.

Yours,

*Gianni*

## A G R E E M E N T

In nineteen hundred and fifty-nine on February the 3rd at Milan, between the INTERNATIONAL INSTITUTE FOR SCIENTIFIC RESEARCH hereinafter briefly known as "INTERIST" in the person of its president Dr. GUIDO SERILLI-MARINO' on one part, and

Prof. GIOVANNI MAGNI, domiciled in Milan, Via Petrarca 15, on the other part,

### WHEREAS :

- INTERIST proposes to carry out scientific research in general and in particular, in relation to drugs;
- The Istituto di Genetica, Pavia University, has available scientific personnel and apparatus for carrying out this type of research,

it is hereby agreed that:

1. Prof. MAGNI undertakes the obligation of carrying out at the Istituto di Genetica, Pavia University or in such other place as shall be mutually agreed upon by the parties research on behalf and in the interest of INTERIST, and/or of having such work carried out.
2. The research carried out will deal especially with the following matters (merely given as examples and not legal

ly excluding others).

a) Systematic study of more efficient techniques for isolating new antibiotics;

b) Study of technique suitable for detecting antiviral activities.

Prof. MAGNI has submitted a more detailed program relative to the above-mentioned points for INTERIST's approval; this program also specifies that the duration of the research is of four years and the estimated cost is Lire 125.000.000.- to be divided over the four years plus a lump sum of Lire 5.000.000.- for the purchase of necessary scientific equipment. The rest of the equipment is available at the Istituto di Genetica, Pavia University. The above program is hereby approved.

3. When proceeding with the program approved by INTERIST - to be carried out under prof.MAGNI's personal responsibility - Prof. MAGNI undertakes to make use of three or four "research units" each of which will be headed by a qualified research-worker, chosen by Prof. MAGNI and as sisted by two or three technicians.
4. INTERIST pledges itself to reimburse the expense of the above-mentioned research (making adequate advance payments) provided that such expenses do not exceed the estimate approved by INTERIST.
5. Prof. MAGNI undertakes to supply INTERIST with all the documents and administrative data regarding the expenses

mentioned in the above paragraph and requested by INTERIST.

6. Every four months, Prof. MAGNI will supply INTERIST with a report on the technical and scientific progress in regard to the program previously agreed upon. This report will include every detail which may be necessary for INTERIST.
7. Furthermore, Prof. MAGNI will supply INTERIST with special reports whenever results appearing to be of particular importance, are obtained.
8. Prof. MAGNI undertakes to give such aid as the laboratories designated by INTERIST for development of the discoveries resulting from the research work may require.
9. Any invention made during the course of the research carried out on behalf of INTERIST will legally belong to INTERIST, without any special compensation being due. The patents - which will include the name of the inventor - will be registered by, and at the expense of INTERIST and will belong to the latter. It is understood that Prof. MAGNI and his co-workers will give all necessary assistance for obtaining the patents, contributing with their best efforts to this purpose "uti in re propria". The methods or "know-hows" worked out during the agreed program will also be the property of INTERIST.
10. Prof. MAGNI undertakes the responsibility and obligation of not disclosing the research activities and the

results obtained, and of not engaging any personnel for this research activity until they have signed and accepted an agreement covering the contents of this and the previous article.

11. In the case that the research work brings about substantial results and, in particular, some results having positive commercial importance, INTERIST will consider the possibility of renewing the research appointment. According to the circumstances, INTERIST will also consider the suitability of granting bonuses to the persons engaged in research. It is established that at the expiration of the present contract the routine scientific equipment purchased on INTERIST's behalf will remain the property of the Istituto di Genetica, Pavia University or of any other University which may be indicated by Prof. MAGNI, with the exception of any such item the cost of which exceeds Lire 1.250.000.-, and for which a special agreement must be reached.

12. No publication of any kind dealing with the agreed research program shall be made unless said publication has previously been approved by INTERIST.

Likewise, no communication or disclosure regarding the research and its results shall be made by those carrying out the research unless, said communication or disclosure has previously been approved by INTERIST.

13. The persons engaged in research - within the limits of the aforesaid engagements made - are authorized to carry out

personal theoretical research on matters outside the agreed program.

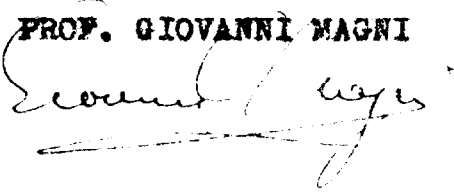
However, INTERIST must be previously informed of these matters and the conditions laid down in article 9. and the limitations contained in articles 10. and 12. shall not apply to such researches. However, the research-workers will not be permitted to undertake any work either in the way of research or in the way of technical activities on behalf and/or for the account of any third party.

An exception to such principle is made for the case that the research or technical activity is carried out on behalf and/or for the account of Universities or State Research Entities on behalf and/or for the account of Italian or foreign non-profit foundations. In the case of such exception, it is still provided, however, that the object of the research must not fall within the scope and the limits of the approved INTERIST program.

In any case, it is understood that the MAGNI group cannot make any contract with any organization whatsoever limiting the ownership of results and the right to publish said results.

14. At the request of INTERIST, the research-workers will carry out examinations and tests on substances or series of substances according to techniques already developed in their laboratories and not yet communicated to INTERIST.

PROF. GIOVANNI MAGNI



INTERNATIONAL INSTITUTE  
FOR SCIENTIFIC RESEARCH

